



TERMS AND CONDITIONS

1. The EVENT name is The Great Aussie Camping Swap Meet (GACSM). The organizer of the event is the Rotary Club of Eaglehawk Inc. The SITEHOLDER includes all employees, agents or contractors of the space applicant. The VENUE is the Exhibition Centre, Bendigo Showgrounds, North Bendigo. The SITE is the area designated and allocated to the site-holder for the purpose of display, demonstration and sale of products and/or services at the event.
The MOVE-IN is the time specified by the organizer for the site holders to set up displays prior to the opening of the event.
The MOVE-OUT is the time specified by the organizer for site-holders to dismantle and remove displays following the conclusion of the event.
2. APPLICATION FOR SPACE
Application for space in the event shall be made using the Trybooking Registration form. The Organiser reserves the right to reject the application and shall not be required to provide any reasons for such refusal. When accepted by the organizer the registration/application becomes a binding contract between the applicant and the organizer. The applicant (site-holder) agrees to exhibit and be bound by these conditions of exhibiting and the rules and regulations in this agreement.
3. SPACE ALLOCATION
The site allocated to an exhibitor upon acceptance represents a license to exhibit not a tenancy. The organizer reserves the right to alter the overall venue site plan and configuration of any site in the interests of the event at any time and shall only make a cost adjustment if the overall size of the site is reduced. The organizer has the absolute discretion to allocate the site position to be used by the site-holder.
4. EXHIBITS
The site holder undertakes that they will at all times during the hours for which the event is open to the public, have a representative in attendance at their allotted site. The organizer makes no representations, warranties, and does not guarantee in any way the number of visitors to this Meet, or the commercial success of any site-holders. The organizer does not offer exclusivity for any products or services. The site-holder shall be responsible for the conduct of any employee, agent, visitor, or guest of the site-holders at the site-holders space.
5. GROUP DISPLAY AND SUBLETTING
Site-holders may not sub-let their stand or assign rights or obligations without the written permission of the organizer. All products or services displayed on the site must be of the type (or similar) as nominated at the time of application.





6. PAYMENT

Site Holder Fees must be paid in full at the time of Registering on the Trybookings site and refunds will only be given for cancellations received in writing (preferably emailed to the event organizer) and received prior to the 1st May 2020 for a refund.

7. BREACH OF CONTRACT

If the site-holder fails to occupy all or part of the space allotted, the organizer reserves the right to re-let the space to another applicant.

8. STAND LIMITS

No part of the display may protrude or extend beyond the allotted dimensions of the site.

9. SITE-HOLDER PROPERTY.

All of the site-holders property at the event shall be at the sole risk of the site-holder and neither organizer nor the venue assumes any responsibility for damage to, loss, or theft of property belonging to the site- holder, visitors or guests. All video and still photography of any site and/or site-holders staff will remain the property of the organizer for use in promoting current and future events or for use of any other purpose.

10. MOVE-IN AND MOVE-OUT

All site-holders shall adhere to move-in and move-out conditions as directed by the Organizer.

11. HEALTH, FIRE, SAFETY, LIQUOR LICENCE AND OTHER LAWS.

All health, fire, safety, liquor laws and other laws, rules and regulations imposed by the organizer or the authorities must be strictly observed by the site-holders.

12. INSURANCE

Third Party Claims (Public Liability). The site-holder is responsible for all personal injury or damage to property arising in connection with the site-holders display area howsoever caused whether directly or indirectly, by him or any contractor, sub-contractors, servant, agent or licensee.

The organiser shall not be responsible for personal injury to the site-holder or his employees, agents, invitees or licensees however caused nor the loss or damage to exhibits or other property of the Site-holder, his employees, agents, invitees and is accordingly advised to take out all necessary insurance, including product Insurance.



13. EXCLUSION OF LIABILITY

The organizer will not be liable to exhibitors in negligence. Site-holders specifically agree that this indemnity extends to claims, which allege that the organizer has been negligent or that the organizer is party, or wholly responsible for another person's negligence. By signing this application form, Site-holders agree that to the extent allowed by law, the organizers liability to the site-holder for breach of any warranty implied by the Trade Practices Act is limited to an obligation to allow the site-holder to exhibit without charge in the next event staged by the organizer in relation to the same of similar style event.

14. OPENING HOURS

The organizer shall determine when the event shall be open to the site-holders and the public and the organizers decision as to such hours shall be final and conclusive.

15. RIGHTS AND EXCLUSIONS

The organizer shall have full power to interpret and to make or amend these Conditions of Participation provided that such amendments or additions do no operate to diminish the rights reserved for the site-holders under this agreement and shall not operate to increase the liabilities of the organizer. In the event of the site-holder infringing any of these Conditions of Participation the site-holder will forfeit his site and all payments made by the Site-holder. The question of whether there is any infringement as aforesaid shall be solely a matter for the organizer. The organizer will use its best endeavours to ensure the supply of services mentioned herein but shall not be liable to the site-holder for any losses, damages, or expenses arising out of any restriction or conditions total or partial failure of such services caused by strikes, riots, civil commotion, lockout, accident, force majeure, blackouts or any other cause beyond the control of the organizer. In the event of a total or partial failure of any service as a result of any of the above mentioned causes the site-holder shall not be entitled to a refund of any monies paid by it nor shall it be relieved of the obligation to pay any amount due under this agreement nor shall the organizer be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by the site-holder. If the holding of the event is prevented or abandoned because of any of the occurrences referred to above the site-holder shall not be entitled to a refund of any monies paid by it nor shall it be relieved of the obligation to pay any amount due under this agreement nor shall the organizer be liable in any way for any expenditure or liability or loss including consequential loss incurred or sustained by the site-holder. If it becomes necessary to change the date or the venue of the event the organizer shall endeavour to reschedule it as near as practicable to the original dates and venue. The organizer shall not be liable in any way whatsoever for any expenses incurred by the site-holders as a result of such changes. If it becomes necessary to cancel the event the organizer shall not be under any obligation to refund any monies paid by the site-holders.

The parties expressly agree that all the terms of this agreement are in the written document and neither has relied any representation or warranty of the other in entering into this agreement.





16. GOVERNING LAWS

These conditions shall be constructed in accordance with the laws of the State of Victoria and any dispute or court proceedings must be heard in the State of Victoria.

17. PRIVACY

The Great Aussie Camping Swap Meet acknowledges and respects your privacy.

The information you provide is being collected by the organizer for the purpose of processing your registration or inquiry and for the Marketing and Advertising of the Event. The provision of the information requested is voluntary. However, if you do not provide the information requested, we may be unable to process your registration or enquiry.

Unless you have indicated otherwise, the organizer will provide information about you to third parties for the promotional purposes of this and subsequent relevant events.

We understand our application becomes a binding contract when accepted by the Organiser. We agree to abide by the above general information, rules and regulations.

